

FINANCE COMMITTEE

JANUARY 6, 2016

7:00 PM

Aldermanic Chamber

ROLL CALL

PUBLIC COMMENT

COMMUNICATIONS

1. From: Mayor Donnalee Lozeau
Re: Emergency Change Order #12 to Continental Paving Contract
2. From: Dan Kookan, Purchasing Manager
Re: Purchase of Nashua Police Department Bulletproof Vests (Value: \$18,850)
Department: 150 Police; Fund: 50% From 2014 Bulletproof Vest Partnership Grant and 50% From NPD Protective Clothing; Accounting Classification: 61 Supplies & Materials
3. From: Dan Kookan, Purchasing Manager
Re: Contract Award for Repairs of Tennis Courts at Sargent's Ave (Value: \$15,570)
Department: 184 Community Development; Fund: Grant; Activities: CDBG 15 and CDBG 16
4. From: Dan Kookan, Purchasing Manager
Re: Contract Award for Repairs of Tennis Courts at Greeley Park (Value: \$14,450)
Department: 184 Community Development; Fund: Grant; Activities: CDBG 15 and CDBG 16
5. From: Dan Kookan, Purchasing Manager
Re: Purchase of One (1) Roll Off Truck (Value: \$117,400)
Department: 168 Solid Waste; Fund: Trust; Activity: CERF
6. From: Dan Kookan, Purchasing Manager
Re: Waukesha Generator Maintenance (Value: Not To Exceed \$20,000)
Department: 169 Wastewater; Fund: Wastewater; Account Classification: Property Services

UNFINISHED BUSINESS – None

NEW BUSINESS – None

TABLED IN COMMITTEE

- From: Dan Kookan, Purchasing Manager
Re: Purchase Generator at Nashua Police Department and Emergency Operations Center
(Value: \$392,817); Department: Nashua Police Department; Fund: Prior Year Escrow \$270,500 and Homeland Security (EMPG) Grant \$122,317
- 12/2/15
- From: Dan Kookan, Purchasing Manager
Re: Purchase of AVL Monitoring Services and Equipment (Value: \$57,070); Department: 160, Admin/Engineering; Fund: Prior Year Escrows; Account Classification: Other Purchased Services
- Tabled 12/16/15
- From: Dan Kookan, Purchasing Manager
Re: Contract Award for LED Street Lighting Project Requested by Community Development
(Value: \$2,000,000); Department: 181 Community Development; Fund: Bond
- Tabled 12/16/15

DISCUSSION

RECORD OF EXPENDITURES

PUBLIC COMMENT

POSSIBLE NON-PUBLIC SESSION

ADJOURNMENT



REC CONNH

DEC 17 '15 PM 4:31

DonnaLee Lozeau
MAYOR

To: Board of Aldermen
Filed with: Patricia Piecuch, City Clerk
From: DonnaLee Lozeau
Date: December 17, 2015
Re: Emergency Change Order #12 to Continental Paving Contract

Pursuant to 5-90 (G) of the NRO, I have authorized emergency change order #12 for work on the Broad Street Parkway by Continental Paving (Contractor) in the amount of \$14,073.50.

Specifically, this change order will provide for the items listed below:

Contractor shall supply and install traffic signs with breakaway mounts and shall provide the following additional street signs: 3 – "Pine St", 2- "Pine St Ext", 3 –"STOP", 3 "NO OUTLET", and 2- "DO NOT ENTER". Contractor will be paid for the original "Broad Street Parkway" and "Technology Way" signs that are being replaced by "Pine St" and "Pine St Ext" signs per the contract items and prices. These unused signs shall become property of the City.

Large guidance signs are required to be mounted on double posts with breakaway mounts. Original designs called for these signs to be mounted on single posts without breakaway mounts. The additional street signs are needed to reflect the City's final determination of street names within the Millyard. Upon review of the as-built conditions it was determined that the additional warning and stops signs are needed to enhance traffic control.

Funds are available in Department: 160 Admin/Engineering; Fund: Bond; Activity Description: Broad Street Parkway.

cc: Board of Public Works



City of Nashua

Central Purchasing

229 Main Street

Nashua NH 03060

603-589-3330 Fax: 603-589-3344

December 22, 2015

Memo #16-103

TO: MAYOR LOZEAU
FINANCE COMMITTEE


SUBJECT: PURCHASE OF NASHUA POLICE DEPARTMENT BULLETPROOF VESTS (VALUE:
\$18,850)
DEPARTMENT: 150 POLICE; FUND: 50% FROM 2014 BULLETPROOF VEST
PARTNERSHIP GRANT AND 50% FROM NPD PROTECTIVE CLOTHING
ACCOUNTING CLASSIFICATION: 61 SUPPLIES & MATERIALS

Please see attached communications from Karen A. Smith, Business Manager dated December 21, 2015 for the information related to this purchase.

Eleven (11) of the twenty-six (26) vests are part of the five year manufacturer replacement schedule for vests with expiration dates prior to June 30th and the balance of fifteen (15) vests are anticipated for potential new hire recruits as needed for FY16.

The Nashua Police Department and the Purchasing Department recommend the purchase of this product from **Atlantic Tactical of New Cumberland, PA** in the amount of **\$18,850**.

Respectfully,


Dan Kooker
Purchasing Manager

Cc: K Smith A Lavoie



Intradepartmental Communication

To: CFO Dan Kooken

From: Karen A. Smith, Business Manager

Subject: Nashua Police Department Bulletproof Vests

The Nashua Police Department (NPD) is requesting to purchase twenty-six (26) second chance Summit Level II bulletproof vests as needed during fiscal FY16 budget year. Eleven (11) of the vests are part of the five year manufacturer replacement schedule for vest with expiration dates prior to June 30th. The balance of fifteen (15) vests is anticipated for potential new hire recruits as need for the fiscal year. The current vests are being retained for use during training such as simulations.

The State of New Hampshire contract was awarded to Riley's Sportshop; however, they are unable to continue to honor the contract. The State does not anticipate awarding a new contract until spring. Meanwhile, our vests are expiring in the coming months. Atlantic Tactical has agreed to offer the same price as the State contract.

The Nashua Police Department recommends purchasing the vest order from Atlantic Tactical of New Cumberland, PA. Funding is available in the 2014 Bulletproof Vest Partnership Grant for 50% of the vest purchase price. The Police Department's required 50% match will be funded from the Department's Protective Clothing account 50.1.500 61110.

Sincerely,

A handwritten signature in cursive script, appearing to read "KAS", is written over a horizontal line.

Karen A. Smith
Business Manager



763 Corporate Circle
New Cumberland, PA 17070
PHONE: 1-717-774-3339
FAX 1-717-774-4463

August 19, 2015

Andrew Lane
Nashua Police Department
0 Panther Drive
Nashua, NH 03062

RE: Atlantic Tactical Body Armor Price Quotation

Dear sir,

This letter is to confirm that Atlantic Tactical, Inc. will extend New Hampshire State Contract pricing for Second Chance, American Body Armor and Protech body armor to the Nashua Police Department.

Please call or email Tom Caruso or Jim Berry if you have any questions or concerns.

Sincerely,

Thomas Caruso

ATLANTIC TACTICAL | Contract Administrator
763 Corporate Circle
New Cumberland, PA 17070
Office (717) 774.3339 x1142
Toll Free. (800) 781-2677
Fax (717) 774-4463



State/Bid #	Delivery Type	Date

ig2887@comcast.net

[illegible]

				\$0.00
				\$0.00
				\$0.00
TOTAL				\$18,850.00

All prices Quoted, Valid for 30 days unless otherwise specified



City of Nashua

Central Purchasing

229 Main Street

Nashua NH 03060

603-589-3330 Fax: 603-589-3344

December 22, 2015

Memo #16-100

TO: MAYOR LOZEAU
FINANCE COMMITTEE

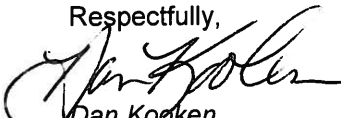
SUBJECT: CONTRACT AWARD FOR REPAIRS OF TENNIS COURTS AT SARGENT'S AVE
(VALUE: \$15,570)
DEPARTMENT: 184 COMMUNITY DEVELOPMENT; FUND: GRANT
ACTIVITIES: CDBG 15 AND CDBG 16

Please see the attached communication from Nicholas Caggiano, Superintendent Parks and Recreation dated December 17, 2015 for the information related to this purchase.

Pursuant to **§ 5-78 Major purchases (greater than \$10,000)** A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$10,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

The Superintendent of the Parks and Recreation Department, Board of Public Works (December 17, 2015) and the Purchasing Department recommend awarding of this contract in an amount of **\$15,750 to East Coast Seal Coating of Abington, MA.**

Respectfully,


Dan Koeken
Purchasing Manager

Cc: N Caggiano L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: December 17, 2015
From: Nick Caggiano, Superintendent
Parks and Recreation Department
Re: Award of tennis court rehabilitation services for Sargent's Ave.

B. Motion: To approve the rehabilitation of 4 tennis courts at Sargent's Ave Playground by East Coast Seal Coating of Abington, MA. for the price of \$15,750. Funding will be through Department 184 Community Development; Fund: Grant; Activities: CDBG 15 and CDBG 16.

Attachments: Bid Comparison, proposal

Discussion: The scope of work for this project will include the following items.

- The cleaning and repair of approximately 1,200 feet of cracking.
- The cleaning of the entire court.
- The painting of a new court surface
- The painting of new tennis lines.

The tennis courts repairs will be completed by June 3, 2016. East Coast Seal Coating has a long client list of tennis court work. The work will come with a one year warranty on materials and labor. The bid went out to 8 companies. Three companies responded with a bid. The Purchasing Manager and the Superintendent recommend this award.

Parks & Recreation Division - Greeley Park, Sargent's Ave Tennis Court Repairs- Bid Comparison

Bid Item Description	Advantage Tennis	Vermont Tennis	East Coast	
	Passumpsic, VT	St. Johnsbury, VT	Sealcoating Abington, MA	
Greeley Park	\$11,307 / \$18,807	\$10,058	\$7,450 / \$14,450	
Sargent's Ave	No Bid	\$21,601.00	\$15,750.00	
Total Cost		\$31,659.00	\$30,200.00	

Nick Caggiano, Superintendent Parks & Recreation

Division of Public Works
2-Dec-15



Vendors solicited with no response:
 New England Tennis Franconia, NH
 Tennis Courts NH Gilford, NH
 ME Tennis and Track Gray, Maine
 NE Sealcoating Hingham, Ma
 Cape and Island Pocasset, Ma

EXHIBIT A – IFB0651-113015

Project; Sargent Avenue Nashua, NH- 4 tennis courts

Tasks:

- Clean and fill approximately 1,200 feet of structural cracks with concrete fortified with E330 Acrylic Binder or equal.
- Fill hairline cracks with Elite – Crack rubberized liquid crack filler, or equal.
- Clean and prepare entire surface area with compressed air.
- Total area to receive 2 coats of Elite Color or equal. Color to be dark green. Texture coat to contain the proper amount of sand to provide a tough wearing base. Topcoat to contain proper amount of pigment to give a long lasting and attractive surface. Material manufactured by CCR Sport Inc.
- Apply 2 sets of hand painted regulation tennis lines with white textured ELITE-Line paint or equal.

The Non-Mandatory Pre-Bid Conference/Site Visit is highly recommended.

- **This project is funded by a Community Development Block Grant and will follow all required rules for wages and payroll as noted in the attached document. Please reference prevailing wage information.**

EAST COAST SEALCOATING, INC.
P.O. BOX 455
ABINGTON, MASS. 02153

Bids are due by 3:00 PM on November 30, 2015

Sargent Ave Tennis Courts Crack Sealing and Painting. Bid \$ 15,750.⁰⁰

Please describe your
warranty _____

1 YEAR MATERIALS & LABOR

Work must be completed by Friday June 3, 2016.

By: Harry Conover, Pres
HARRY CONOVER
(OFF) 781-878-1900
(CELL) 781-846-2300

Contact Superintendent Nick Caggiano, Caggiano@nashuanh.gov (603) 589-3362 or Forman Bob Genest, (603) 589-3365 Nashua, NH, Parks and Recreation Department with any questions.



STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This agreement is made:

**BETWEEN the Owner: City of Nashua, New Hampshire
229 Main Street
Nashua, NH 03060**

And the Contractor: ABC COMPANY

For the following Project: IFB0651-113015 SARGENT AVE TENNIS COURT REPAIRS

ARTICLE 1 – THE CONTRACT DOCUMENTS

The Contractor shall complete the work described in the Contract Documents for this project. The documents consist of:

1. This Agreement signed by the Owner and Contractor, including the General Terms and Conditions;
2. Scope of Work;
3. Drawings and Specifications provided in the bid documents;
4. Change Order Form;
5. Insurance Certificate;
6. Written change orders for minor changes in the Work issued after execution of this Agreement; and
7. Fully Executed City of Nashua Purchase Order

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, proposals, representations or agreements, either written or oral. Any other documents which are not listed in this Article are not part of the Contract.

ARTICLE 2 – DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE

The date of commencement shall be the date of the Notice to Proceed. Substantial Completion shall be _____.

ARTICLE 3 – CONTRACT SUM

Subject to additions and deductions by Change Order, the Owner shall pay Contractor, in accordance with the Contract Documents, the Contract Sum of:

_____ (\$ _____)

The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 – INSURANCE AND INDEMNIFICATION

Contractor shall carry and maintain in effect during the performance of services under this contract:

- General liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;
- Motor Vehicle Liability: \$1,000,000 Combined Single Limit;
***Coverage must include all owned, non-owned and hired vehicles.**
- Workers' Compensation Coverage in compliance with the State of NH Statutes, \$100,000/\$500,000/\$100,000.

Contractor and subcontractors at every tier will fully comply with NH RSA Chapter 281-A, "Workers' Compensation".

*(Sole Proprietors **not** subject to Workers' Compensation requirements)*

Contractor shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers. None of the requirements as to types and limits to be maintained by Contractor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the contract. The City of Nashua shall not maintain any insurance on behalf of Contractor. Subcontractors are subject to the same insurance requirements as the Contractor and it shall be the Contractor's responsibility to ensure compliance of this requirement.

The parties agree that Contractor shall have the status of and shall perform all work under this contract as an independent contractor, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City and Contractor, and nothing in this contract shall create any contractual relationship between the City and Contractor's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Contractor is not a City employee and that there shall be no:

1. Withholding of income taxes by the City;
2. Industrial insurance coverage provided by the City;
3. Participation in group insurance plans which may be available to employees of the City;
4. Participation or contributions by either the independent contractor or the City to the public employee's retirement system;
5. Accumulation of vacation leave or sick leave provided by the City;
6. Unemployment compensation coverage provided by the City.

Contractor will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the City issues the notice of award. The City of Nashua requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. **General Liability and Auto Liability policies must name the City of Nashua as an additional insured** and reflect on the certificate of insurance. Contractor is responsible for filing updated certificates of insurance with the City of Nashua's Risk Management Department during the life of the contract.

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, Contractor must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- The specified insurance requirements do not relieve Contractor of its responsibilities or limit the amount of its liability to the City or other persons, and Contractor is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.
- Contractor is responsible for and required to remedy all damage or loss to any property, including property of the City, caused in whole or part by Contractor or anyone employed, directed, or supervised by Contractor.

Regardless of any coverage provided by any insurance, Contractor agrees to indemnify and shall defend and hold harmless the City, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Contractor's indemnity, defense and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

General Terms and Conditions

ARTICLE 5 – GENERAL PROVISIONS

1. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification.
2. The term “Work” means the construction and services required by the Contract Documents, and include all other labor, materials, equipment and services provided by the Contractor to fulfill the Contractor’s obligations.
3. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.
4. In the case of a discrepancy, calculated dimensions will govern over scaled dimensions, Contract Drawings will govern over Standard Specifications, and Technical Specifications will govern over both Contract Drawings and Standard Specifications. In the case of a discrepancy between the Agreement and other Contract Documents, the more specific or stringent obligation or requirement to the benefit of the Owner shall take precedence.
5. The Contractor shall take no advantage of any apparent error or omission in the Contract Drawings or Technical Specifications, and the Engineer will be permitted to make such corrections and interpretations as may be deemed necessary to fulfill the intent of the Contract Documents.

ARTICLE 6 – OWNER

1. Except for permits and fees, which are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.
2. If the Contractor fails to correct Work that is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.
3. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to correct such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, a Change Order shall be issued deducting the cost of correction from payments due the Contractor.
4. The Owner reserves the right to perform construction or operations related to the project with the Owner's own forces, and to award separate contracts in connection with other portions of the project.
5. The Contractor shall coordinate and cooperate with separate Contractors employed by the Owner.
6. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 7 – CONTRACTOR

1. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
2. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the

- Contractor shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Owner.
3. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.
 4. The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of subcontractors or suppliers for each portion of the Work. The Owner will promptly reply to the Contractor in writing if, after due investigation, he has reasonable objection to the subcontractors or suppliers listed.
 5. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work.
 6. The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions.
 7. The Contractor warrants to the Owner that (1) materials and equipment furnished under the contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.
 8. The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.
 9. The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.
 10. The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances building codes, and rules and regulations without notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.
 11. The Contractor shall promptly review, approve in writing and submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.
 12. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.
 13. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.
 14. The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.
 15. Contractor warrants and guarantees to Owner, for years, upon completion of work, that all Work will be in accordance with the Contract Documents and will not be defective. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - Abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - Normal wear and tear under normal usage.

ARTICLE 8 – CHANGES IN THE WORK

1. After execution of the Contract, changes in the Work may be accomplished by Change Order or by order for a minor change in the Work. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
2. A Change Order shall be a written order to the Contractor signed by the Owner to change the Work, Contract Sum or Contract Time.
3. Change Order requests must include material and equipment cost plus labor with a profit margin of no more than 10%. Change Orders may require approval by the City of Nashua Board of Public Works and the City of Nashua Finance Committee vote prior to proceeding.
4. The Owner will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be written orders and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.
5. If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment following authorization of the Owner to the charges.

ARTICLE 9 – TIME

1. Time limits stated in the Contract Documents are of the essence to the Contract.
2. If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended by Change Order for such reasonable time as may be determined.

ARTICLE 10 – PAYMENTS AND COMPLETION

1. The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
2. At least ten days before the date established for each progress payment, the Contractor shall submit an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement. Such application shall be supported by such data substantiating the Contractor's right to payment as the Owner may reasonably require.
3. Application for Payment performed under this agreement shall be submitted directly to:

**City of Nashua
Accounts Payable
PO Box 2019
Nashua, NH 03061-2019
Attn:**

To facilitate the proper and timely payment of applications, the City of Nashua requires that all applications contain a valid **PURCHASE ORDER NUMBER**.

4. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

5. OWNER shall make payments on the basis of Contractors Application for Payment, approximately 30 days from the time the final payment application is received by the Owner, depending upon the timing of submittals and approvals.
6. The Contractor shall promptly pay each Subcontractor and material supplier out of the amount paid to the Contractor on account of such entities' portion of the Work.
7. The Owner shall have no responsibility for the payment of money to a Subcontractor or material supplier.
8. An Application for Payment, a progress payment, or partial or entire use or occupancy of the project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.
9. Substantial completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.
10. When the Work or designated portion thereof is substantially complete, the Contractor and Owner shall establish responsibilities for completion and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
11. Upon receipt of a final Application for Payment, the Owner will inspect the Work. When he finds the Work acceptable and the Contract fully performed, the Owner will promptly issue a final Certificate for Payment.
12. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 11– PROTECTION OF PERSONS AND PROPERTY

1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 12 – CORRECTION OF WORK

1. The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected work.
2. In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.
3. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it and the Contractor shall reimburse the Owner for the cost of the correction.

ARTICLE 13 – PROHIBITED INTERESTS

Contractor shall not allow any officer or employee of the City to have any indirect or direct interest in this contract or the proceeds of this contract. Contractor warrants that no officer or employee of the City has any direct or indirect interest, whether contractual, non-contractual, financial or otherwise, in this contract or in the business of the Contractor. Contractor also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Contractor further warrants that no person having such an interest shall be

employed in the performance of this contract. If any such interest comes to the attention of Contractor at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City. If City determines that a conflict exists and was not disclosed to the City, it may terminate the contract at will or for cause.

ARTICLE 14 – TERMINATION OF THE CONTRACT

1. If the Owner fails to make payment when due or substantially breaches any other obligation of this Contract, following fifteen days' written notice to the Owner, the Contractor may terminate the Contract and recover from the Owner payment for work executed.
2. The Owner may terminate the contract for cause if the Contractor:
 - persistently or repeatedly refuses or fails to supply enough properly skilled workers;
 - fails to make payment(s) to Subcontractors for labor or materials in accordance with the respective agreements between the Contractor and Subcontractors;
 - disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
 - is otherwise guilty of a substantial breach of a provision of the Contract Documents.
3. If the Owner has decided to terminate the contract for cause, the Owner, without prejudice to any other rights or remedies of the Owner, and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, shall terminate the employment of the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient.
4. If the Contract has been terminated by the Owner for cause, the Contractor shall not be entitled to receive further payment until the work is finished. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, such excess shall be paid to the Contractor. If the cost of finishing the Work exceeds the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.
5. The Owner also has the right to terminate this Contract, in whole or in part, without cause, upon fifteen days' written notice. As of the date specified in the notice, Contractor shall stop all performance under this Contract, except as otherwise directed by the Owner, provide the Owner with a list of all unperformed services, and take such action relative thereto as Contractor may be directed by the Owner. The Owner agrees to pay for all work that has been performed and equipment that has been installed or is on order and the order cannot be cancelled.

ARTICLE 15– MISCELLANEOUS PROVISIONS

1. Neither party to the Contract shall assign the Contract as a whole without written consent of the other.
2. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time.
3. If additional testing is required, the Contractor shall perform these tests.
4. The Owner shall pay for tests except for testing Work found to be defective for which the Contractor shall pay.
5. The Contract shall be governed exclusively by the law of the State of New Hampshire, and any litigation shall be brought in a court located in the State of New Hampshire.

City of Nashua (signature)

Donnalee Lozeau, Mayor
(Printed Name and Title)

Date

Contractor (signature)

(Printed Name and Title)

Date



City of Nashua

Central Purchasing

229 Main Street

Nashua NH 03060

603-589-3330 Fax: 603-589-3344

December 22, 2015

Memo #16-101

TO: MAYOR LOZEAU
FINANCE COMMITTEE

SUBJECT: CONTRACT AWARD FOR REPAIRS OF TENNIS COURTS AT GREELEY PARK
(VALUE: \$14,450)
DEPARTMENT: 184 COMMUNITY DEVELOPMENT; FUND: GRANT
ACTIVITIES: CDBG 15 AND CDBG 16

Please see the attached communication from Nicholas Caggiano, Superintendent Parks and Recreation dated December 17, 2015 for the information related to this purchase.

Pursuant to **§ 5-78 Major purchases (greater than \$10,000)** A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$10,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

The Superintendent of the Parks and Recreation Department, Board of Public Works (December 17, 2015) and the Purchasing Department recommend awarding of this contract in an amount of **\$14,450** to **East Coast Seal Coating of Abington, MA.**

Respectfully,

Dan Kooker
Purchasing Manager

Cc: N Caggiano L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works

Meeting Date: December 17, 2015

From: Nicholas Caggiano - Superintendent
Parks and Recreation Department

Re: Tennis Court Rehabilitation Greeley Park

C. Motion: To approve the rehabilitation of 2 tennis courts at Greeley Park by East Coast Seal Coating of Abington, MA. for the price of \$14,450. Funding will be through Department 177 Parks and Recreation Department; Fund: Trust; Jackman Fund Greeley Park.

Attachments: Bid Comparison, proposal

Discussion: The scope of work for this project will include the following items.

- The cleaning and repair of approximately 500 feet of cracking with the alternate material Armor Crack Fabric in cracks.
- The cleaning of the entire court.
- The painting of a new court surface
- The painting of new tennis lines.
- The painting of pickle ball court lines

The tennis courts repairs will be completed by June 3, 2016. East Coast Seal Coating has a long client list of tennis court work. The work will come with a two year warranty on materials and labor with the alternative product. The bid went out to 8 companies. Three companies responded with a bid. The Purchasing Manager and the Superintendent recommend this award.

Parks & Recreation Division - Greeley Park, Sargent's Ave Tennis Court Repairs- Bid Comparison

Bid Item Description	Advantage Tennis	Vermont Tennis	East Coast	
	Passumpsic, VT	St. Johnsbury, VT	Sealcoating Abington, MA	
Greeley Park	\$11,307 / \$18,807	\$10,058	\$7,450 / \$14,450	
Sargent's Ave	No Bid	\$21,601.00	\$15,750.00	
Total Cost		\$31,659.00	\$30,200.00	

Nick Caggiano, Superintendent Parks & Recreation

Division of Public Works
2-Dec-15



Vendors solicited with no response:
 New England Tennis Franconia, NH
 Tennis Courts NH Gilford, NH
 ME Tennis and Track Gray, Maine
 NE Sealcoating Hingham, Ma
 Cape and Island Pocasset, Ma

EXHIBIT A – IFB0651-112715

Project; Greeley Park, 100 Concord Street, Nashua, NH- 2 tennis courts

Tasks

- Clean and fill approximately 500 feet of structural cracks with concrete fortified with E330 Acrylic Binder or equal.
- Fill hairline cracks with Elite – Crack rubberized liquid crack filler, or equal.
- Clean and prepare entire surface area with compressed air.
- Total area to receive 2 coats of Elite Color or equal. Color to be blue and light green. Texture coat to contain the proper amount of sand to provide a tough wearing base. Topcoat to contain proper amount of pigment to give a long lasting and attractive surface. Material manufactured by CCR Sport Inc.
- Apply 2 sets of hand painted regulation tennis lines with white textured ELITE-Line paint or equal.
- Apply 4 sets of hand painted regulation pickle ball lines with an alternate color textured ELITE – Line paint of equal.

The Non-Mandatory Pre-Bid Conference/Site Visit is highly recommended.

- This project will follow all required rules for wages and payroll as noted in the attached document. Please reference prevailing wage information.

Bids are due by 3:30 PM on November 30, 2015

*EAST COAST SEALCOATING INC
P.O. Box 455
ABINGTON, MASS. 02133*

Greeley Park Tennis Courts Crack Sealing and Painting. Bid \$ 7,450.⁰⁰

VOLUNTARY ALT: SUBSTITUTE ARMOR CRACK FABRIC IN CRACKS

Please describe your warranty

1 YEAR MATERIALS & Labor

2 YEARS WITH ARMOR CRACK + \$7,000 (\$14,450 TOTAL)

*By: Hanny Conover, Pres.
HANNY CONOVER*

Work must be completed by Friday, June 3, 2016.

Contact Superintendent Nick Caggiano, Caggiano@nashuanh.gov (603) 589-3362 or Forman Bob Genest, (603) 589-3365 Nashua, NH, Parks and Recreation Department with any questions.

*(OFF) 781-878-1900
(CELL) 721-248-2300*



STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This agreement is made:

**BETWEEN the Owner: City of Nashua, New Hampshire
229 Main Street
Nashua, NH 03060**

And the Contractor: ABC COMPANY

For the following Project: IFB0651-112715 GREELEY PARK TENNIS COURT REPAIRS

ARTICLE 1 – THE CONTRACT DOCUMENTS

The Contractor shall complete the work described in the Contract Documents for this project. The documents consist of:

1. This Agreement signed by the Owner and Contractor, including the General Terms and Conditions;
2. Scope of Work;
3. Drawings and Specifications provided in the bid documents;
4. Change Order Form;
5. Insurance Certificate;
6. Written change orders for minor changes in the Work issued after execution of this Agreement; and
7. Fully Executed City of Nashua Purchase Order

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, proposals, representations or agreements, either written or oral. Any other documents which are not listed in this Article are not part of the Contract.

ARTICLE 2 – DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE

The date of commencement shall be the date of the Notice to Proceed. Substantial Completion shall be _____.

ARTICLE 3 – CONTRACT SUM

Subject to additions and deductions by Change Order, the Owner shall pay Contractor, in accordance with the Contract Documents, the Contract Sum of:

(\$)

The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 – INSURANCE AND INDEMNIFICATION

Contractor shall carry and maintain in effect during the performance of services under this contract:

- General liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;
- Motor Vehicle Liability: \$1,000,000 Combined Single Limit;
 ***Coverage must include all owned, non-owned and hired vehicles.**
- Workers' Compensation Coverage in compliance with the State of NH Statutes, \$100,000/\$500,000/\$100,000.

Contractor and subcontractors at every tier will fully comply with NH RSA Chapter 281-A, "Workers' Compensation".

*(Sole Proprietors **not** subject to Workers' Compensation requirements)*

Contractor shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers. None of the requirements as to types and limits to be maintained by Contractor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the contract. The City of Nashua shall not maintain any insurance on behalf of Contractor. Subcontractors are subject to the same insurance requirements as the Contractor and it shall be the Contractor's responsibility to ensure compliance of this requirement.

The parties agree that Contractor shall have the status of and shall perform all work under this contract as an independent contractor, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City and Contractor, and nothing in this contract shall create any contractual relationship between the City and Contractor's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Contractor is not a City employee and that there shall be no:

1. Withholding of income taxes by the City;
2. Industrial insurance coverage provided by the City;
3. Participation in group insurance plans which may be available to employees of the City;
4. Participation or contributions by either the independent contractor or the City to the public employee's retirement system;
5. Accumulation of vacation leave or sick leave provided by the City;
6. Unemployment compensation coverage provided by the City.

Contractor will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the City issues the notice of award. The City of Nashua requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. **General Liability and Auto Liability policies must name the City of Nashua as an additional insured** and reflect on the certificate of insurance. Contractor is responsible for filing updated certificates of insurance with the City of Nashua's Risk Management Department during the life of the contract.

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, Contractor must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- The specified insurance requirements do not relieve Contractor of its responsibilities or limit the amount of its liability to the City or other persons, and Contractor is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.
- Contractor is responsible for and required to remedy all damage or loss to any property, including property of the City, caused in whole or part by Contractor or anyone employed, directed, or supervised by Contractor.

Regardless of any coverage provided by any insurance, Contractor agrees to indemnify and shall defend and hold harmless the City, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Contractor's indemnity, defense and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

General Terms and Conditions

ARTICLE 5 – GENERAL PROVISIONS

1. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification.
2. The term "Work" means the construction and services required by the Contract Documents, and include all other labor, materials, equipment and services provided by the Contractor to fulfill the Contractor's obligations.
3. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.
4. In the case of a discrepancy, calculated dimensions will govern over scaled dimensions, Contract Drawings will govern over Standard Specifications, and Technical Specifications will govern over both Contract Drawings and Standard Specifications. In the case of a discrepancy between the Agreement and other Contract Documents, the more specific or stringent obligation or requirement to the benefit of the Owner shall take precedence.
5. The Contractor shall take no advantage of any apparent error or omission in the Contract Drawings or Technical Specifications, and the Engineer will be permitted to make such corrections and interpretations as may be deemed necessary to fulfill the intent of the Contract Documents.

ARTICLE 6 – OWNER

1. Except for permits and fees, which are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.
2. If the Contractor fails to correct Work that is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.
3. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to correct such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, a Change Order shall be issued deducting the cost of correction from payments due the Contractor.
4. The Owner reserves the right to perform construction or operations related to the project with the Owner's own forces, and to award separate contracts in connection with other portions of the project.
5. The Contractor shall coordinate and cooperate with separate Contractors employed by the Owner.
6. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 7 – CONTRACTOR

1. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
2. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the

- Contractor shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Owner.
3. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.
 4. The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of subcontractors or suppliers for each portion of the Work. The Owner will promptly reply to the Contractor in writing if, after due investigation, he has reasonable objection to the subcontractors or suppliers listed.
 5. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work.
 6. The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions.
 7. The Contractor warrants to the Owner that (1) materials and equipment furnished under the contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.
 8. The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.
 9. The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.
 10. The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances building codes, and rules and regulations without notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.
 11. The Contractor shall promptly review, approve in writing and submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.
 12. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.
 13. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.
 14. The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.
 15. Contractor warrants and guarantees to Owner, for years, upon completion of work, that all Work will be in accordance with the Contract Documents and will not be defective. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - Abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - Normal wear and tear under normal usage.

ARTICLE 8 – CHANGES IN THE WORK

1. After execution of the Contract, changes in the Work may be accomplished by Change Order or by order for a minor change in the Work. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
2. A Change Order shall be a written order to the Contractor signed by the Owner to change the Work, Contract Sum or Contract Time.
3. Change Order requests must include material and equipment cost plus labor with a profit margin of no more than 10%. Change Orders may require approval by the City of Nashua Board of Public Works and the City of Nashua Finance Committee vote prior to proceeding.
4. The Owner will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be written orders and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.
5. If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment following authorization of the Owner to the charges.

ARTICLE 9 – TIME

1. Time limits stated in the Contract Documents are of the essence to the Contract.
2. If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended by Change Order for such reasonable time as may be determined.

ARTICLE 10 – PAYMENTS AND COMPLETION

1. The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
2. At least ten days before the date established for each progress payment, the Contractor shall submit an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement. Such application shall be supported by such data substantiating the Contractor's right to payment as the Owner may reasonably require.
3. Application for Payment performed under this agreement shall be submitted directly to:

**City of Nashua
Accounts Payable
PO Box 2019
Nashua, NH 03061-2019
Attn:**

To facilitate the proper and timely payment of applications, the City of Nashua requires that all applications contain a valid **PURCHASE ORDER NUMBER**.

4. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

5. OWNER shall make payments on the basis of Contractors Application for Payment, approximately 30 days from the time the final payment application is received by the Owner, depending upon the timing of submittals and approvals.
6. The Contractor shall promptly pay each Subcontractor and material supplier out of the amount paid to the Contractor on account of such entities' portion of the Work.
7. The Owner shall have no responsibility for the payment of money to a Subcontractor or material supplier.
8. An Application for Payment, a progress payment, or partial or entire use or occupancy of the project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.
9. Substantial completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.
10. When the Work or designated portion thereof is substantially complete, the Contractor and Owner shall establish responsibilities for completion and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
11. Upon receipt of a final Application for Payment, the Owner will inspect the Work. When he finds the Work acceptable and the Contract fully performed, the Owner will promptly issue a final Certificate for Payment.
12. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 11- PROTECTION OF PERSONS AND PROPERTY

1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 12 – CORRECTION OF WORK

1. The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected work.
2. In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.
3. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it and the Contractor shall reimburse the Owner for the cost of the correction.

ARTICLE 13 – PROHIBITED INTERESTS

Contractor shall not allow any officer or employee of the City to have any indirect or direct interest in this contract or the proceeds of this contract. Contractor warrants that no officer or employee of the City has any direct or indirect interest, whether contractual, non-contractual, financial or otherwise, in this contract or in the business of the Contractor. Contractor also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Contractor further warrants that no person having such an interest shall be

employed in the performance of this contract. If any such interest comes to the attention of Contractor at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City. If City determines that a conflict exists and was not disclosed to the City, it may terminate the contract at will or for cause.

ARTICLE 14 – TERMINATION OF THE CONTRACT

1. If the Owner fails to make payment when due or substantially breaches any other obligation of this Contract, following fifteen days' written notice to the Owner, the Contractor may terminate the Contract and recover from the Owner payment for work executed.
2. The Owner may terminate the contract for cause if the Contractor:
 - persistently or repeatedly refuses or fails to supply enough properly skilled workers;
 - fails to make payment(s) to Subcontractors for labor or materials in accordance with the respective agreements between the Contractor and Subcontractors;
 - disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
 - is otherwise guilty of a substantial breach of a provision of the Contract Documents.
3. If the Owner has decided to terminate the contract for cause, the Owner, without prejudice to any other rights or remedies of the Owner, and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, shall terminate the employment of the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient.
4. If the Contract has been terminated by the Owner for cause, the Contractor shall not be entitled to receive further payment until the work is finished. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, such excess shall be paid to the Contractor. If the cost of finishing the Work exceeds the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.
5. The Owner also has the right to terminate this Contract, in whole or in part, without cause, upon fifteen days' written notice. As of the date specified in the notice, Contractor shall stop all performance under this Contract, except as otherwise directed by the Owner, provide the Owner with a list of all unperformed services, and take such action relative thereto as Contractor may be directed by the Owner. The Owner agrees to pay for all work that has been performed and equipment that has been installed or is on order and the order cannot be cancelled.

ARTICLE 15– MISCELLANEOUS PROVISIONS

1. Neither party to the Contract shall assign the Contract as a whole without written consent of the other.
2. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time.
3. If additional testing is required, the Contractor shall perform these tests.
4. The Owner shall pay for tests except for testing Work found to be defective for which the Contractor shall pay.
5. The Contract shall be governed exclusively by the law of the State of New Hampshire, and any litigation shall be brought in a court located in the State of New Hampshire.

City of Nashua (signature)

Donnalee Lozeau, Mayor

(Printed Name and Title)

Date

Contractor (signature)

(Printed Name and Title)

Date



City of Nashua

Central Purchasing
229 Main Street - Nashua, NH 03060

December 22, 2015
Memo #16-089

TO: MAYOR LOZEAU
FINANCE COMMITTEE

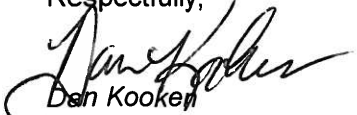
SUBJECT: PURCHASE OF ONE (1) ROLL OFF TRUCK (VALUE: \$117,400)
DEPARTMENT: 168 SOLID WASTE; FUND: TRUST
ACTIVITY: CERF

Please see attached communication from Jeff Lafleur, Solid Waste Department Superintendent dated December 17, 2015 for the information related to this purchase.

Pursuant to **§ 5-78 Major purchases (greater than \$10,000)** A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$10,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

The Solid Waste Department Superintendent, Board of Public Works (December 17, 2015) and the Purchasing Department recommend the purchase of this equipment in the amount of **\$117,400** from **Liberty International Trucks of Manchester, NH**.

Respectfully,


Dan Kooker
Purchasing Manager

Cc: J Lafleur L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: December 17, 2015

From: Jeff Lafleur, Superintendent
Solid Waste Department

Re: Approve the purchase of a 2016 Liberty International 7600 SBA Roll-Off Truck.

C. Motion: To approve the purchase of a 2016 Liberty International 7600 SBA Roll-Off dumpster truck from Liberty International of Manchester, NH in the amount of \$117,400. This price includes the trade ins of a 2000 Sterling LT9511 roll-off for \$15,000 and a 2008 Peterbuilt 320 trash truck for \$25,000. Funding for this purchase will be through: Department: 168-Solid Waste; Fund: Trust; Activity: CERF.

Attachments: Bid requirements, bid results and Liberty International of NH proposal.

Discussion: The Division of Public Works – Solid Waste Department requests approval to purchase a replacement for vehicle #111, a 2000 Sterling LT9511 roll-off dumpster truck. Vehicle #111 is due for replacement on the FY2016 CERF schedule. It is 15 years old and is at the end of its operational life.

The department has received CERF approval for this purchase.

<u>VENDOR</u>	<u>MODEL</u>	<u>BID</u>	<u>TRADE INS</u>	<u>NET BID PRICE</u>
LIBERTY INTERNATIONAL	INTERNATIONAL 7600 SBA	\$157,400	\$40,000	<u>\$117,400.00</u>
FREIGHTLINER OF NH	FREIGHTLINER 114SD	\$162,181	\$36,000	<u>\$126,181.00</u>
MCDEVITT TRUCKS	MACK GU713	\$170,885	\$37,000	<u>\$133,885.00</u>
FREIGHTLINER OF NH – CNG FUEL	FREIGHTLINER 114SD	\$190,593	\$36,000	<u>\$154,593.00</u>



City of Nashua
Office of The Treasurer
229 Main Street - Nashua, NH 03060

(603) 589-3185
Fax (603) 589-3228

To: Board of Aldermen

From: David G. Fredette, Treasurer/Tax Collector

Re: Purchase replacement for the Sterling LT95 Roll-off truck

The purpose of this communication is to request approval from the Board of Aldermen for an item that was listed in the FY2016 Adopted Budget under Planned CERF Replacements that will exceed the ten percent purchase price threshold. In particular, the Sterling LT95 Roll-off Truck for the Solid Waste Department has come in at \$117,400, which is above the \$89,822 budgeted amount by \$27,578. The reason for the variance in price is due to diesel engine emission changes in model year (s) 2004 through 2012 that were not captured in original estimated price of \$89,822. For additional information, the city has to date purchased 16 of the items listed on the planned CERF replacement schedule for \$1,691,190 which is \$144,143 below the planned replacement cost of \$1,835,333. As a result, the CERF fund has sufficient funding for the city to purchase the Sterling LT95 Roll-off Truck for \$117,400.

Pursuant to NRO 5-127.1 D Capital Equipment reserve Fund, which states: "During that fiscal year, the city may purchase that equipment, or equipment that will serve the same stated purpose as the listed equipment as long as the price does not vary by more than ten percent of the estimated replacement value. All purchases from the Capital Equipment Reserve Fund must comply with the city's purchasing approval process. Any other requests to use funds from the Capital Equipment Reserve Fund must be approved by the board of aldermen."

I respectfully request the approval from the Board of Aldermen for this planned purchase, which is over the ten percent threshold.

Cc: Mayor Donnalee Lozeau
John Griffin, CFO/Comptroller
Lisa Fauteux, DPW Director
Jeff Lafleur, Superintendent Solid Waste

15-024

RFP1020-092915 ROLL-OFF TRUCK

VENDOR	YEAR	MAKE	MODEL	GROSS		TRADES		NET
				BID		STERLING	PETERBUILT	
LIBERTY INTERNATIONAL	2016	INTERNATIONAL	7600 SBA	157,400		15,000	25,000	117,400
FREIGHTLINER OF NEW HAMPSHIRE	2016	FREIGHTLINER	114SD	162,181		16,000	20,000	126,181
MCDEVITT TRUCKS	2016	MACK	GU713	170,885		17,000	20,000	133,885
FREIGHTLINER OF NEW HAMPSHIRE CNG POWERED	2016	FREIGHTLINER	114SD	190,593		16,000	20,000	154,593

NOTE

All bids quoted a Palfinger-American Model ARB-60-22 Standard Duty 60,000 LB Capacity Roll-Off installed by Donovan Equipment of Londonderry NH.

All bids had minor exceptions with none related to safety or the operation of the chassis or roll-off. Some exceeded bid specifications.

Freightliner of NH was the only vendor to offer a CNG powered option. This option also reflects a lighter duty transmission than specified and a longer chassis to accommodate the fuel tank arrangements.



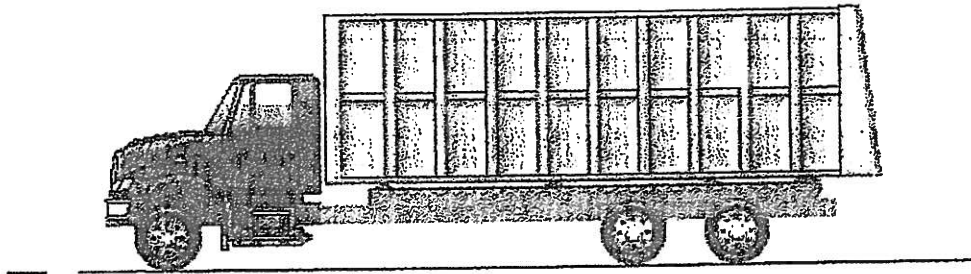
7600 SBA 6x4 2010

Sales Proposal For:
CITY OF NASHUA

Presented By:
LIBERTY INT'L TRKS OF NH

Prepared For:
 CITY OF NASHUA
 John Stewart
 PO Box 2019
 Nashua, NH 03061- 119
 (603)584 - 3565

Presented By:
 LIBERTY INT'L TRKS OF NH
 James C Ramsay
 1400 S. WILLOW STREET
 MANCHESTER NH 03103 -
 (603)623-8873



Model Profile

2016 7600 SBA 6X4 2010 (SF667)

MISSION:	Requested GVWR: 66000. Calc. GVWR: 66000
DIMENSION:	Wheelbase: 256.00, CA: 188.90, Axle to Frame: 79.00
ENGINE, DIESEL:	{Navistar N13} EPA 2010, SCR, 430 HP @ 1700 RPM, 1550 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 430 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 4500_RDS_P} 5th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NO. DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TAN :M:	{Meritor RT-46-160} Single Reduction 46,000-lb Capacity, 200 Wheel Ends Gear Ratio: 4.89
CAB:	Conventional
TIRE, FRONT:	(2) 315/80R22.5 HSU2 WT (CONTINENTAL) 481 rev/mile, load range L, 20 ply
TIRE, REAR:	(9) 11R22.5 HDR2 (CONTINENTAL) 491 rev/mile, load range H, 16 ply
SUSPENSION, RE/ , TANDEM:	{Hendrickson HMX-460-54} Walking Beam Type 54" Axle Spacing; 46,000-lb Capacity, With Rubber End Bushings, Transverse Torque Rods, Less Shock Absorbers
FRAME REINFORCEMENT:	Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL
PAINT:	Cab schematic 100GS Location 1: 5047, Green (Prem) Chassis schematic N/A

<u>Code</u>	<u>Description</u>
SF66700	Base Chassis, Model 7600 SBA 6X4 2010 with 256.00 Wheelbase, 188.90 CA, and 79.00 Axle to Frame.
1586	TOW LOOP, FRONT
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL
1LLA	BUMPER, FRONT Steel, Swept Back <u>Includes</u> : BUMPER, FRONT Powder Coated Gray (Argent) Color
1WHR	WHEELBASE RANGE 250" (635cm) Through and Including 311" (790cm)
2ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity <u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
3708	SHOCK ABSORBERS, FRONT
3ACS	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, Single Stage Spring; 20,000-lb Capacity; Less Shock Absorbers <u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free <u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications <u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : DUST SHIELDS, FRONT BRAKE : DUST SHIELDS, REAR BRAKE : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4

<u>Code</u>	<u>Description</u>
	<u>Notes</u> : Rear Axle is Limited to 46,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle /Suspension Ordered.
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
4732	DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)
4EBT	AIR DRYER {Bendix AD-IP} With Heater
	<u>Includes</u> : AIR DRYER LOCATION Inside Left Rail, Back of Cab
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.in Long Stroke Brake Chamber and Spring Actuated Parking Brake
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.
4SPM	AIR COMPRESSOR {Bendix BA-921 Head Unload} 15.9 CFM Capacity, Single Cylinder
4VGN	AIR TANK Painted Aluminum, With Straight Thread O-Ring Ports
5710	STEERING COLUMN Tilting and Telescoping
5CAL	STEERING WHEEL 2-Spoke, 18" Diam., Black
5PTB	STEERING GEAR (2) {Sheppard M-100/M-80} Dual Power
7BEP	EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
	<u>Includes</u> : EXHAUST HEIGHT 10' Exhaust Height - Based on Empty Chassis with Standard Components (+ or - 1" Height)
7SDK	ENGINE COMPRESSION BRAKE by Jacobs; for N13 Engines, With Selector Switch and On/Off Switch
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment

<u>Code</u>	<u>Description</u>
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: FUSES, ELECTRICAL SAE Blade-Type
	: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels
	: JUMP START STUD Located on Positive Terminal of Outermost Battery
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: RUNNING LIGHT (2) Daytime, Included With Headlights
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8695	SNOW SHIELD (2) Chrome; for Dual Air Horns
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord
8GGG	ALTERNATOR {Delco Remy 36SI} Brushless, 12 Volt 165 Amp. Capacity, Pad Mount, with Remote Voltage Sensor
8HAB	BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/ Accessory Power/Ground and Sealed Connector for Stop/Turn
8MKL	BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total
8RKB	RADIO {Panasonic CQ120} AM/FM, Includes Multiple Speakers, Includes Auxilliary Input
	<u>Includes</u>
	: SPEAKERS IN CAB (2) Dual-Cone with Deluxe Interior
	: SPEAKERS IN CAB (4) Coaxial with Premium Interior
8THB	BACK-UP ALARM Electric, 102 dBA
8VAY	HORN, ELECTRIC Disc Style
8VUL	BATTERY BOX Steel With Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Left Side Back of Cab
8WBW	JUMP START STUD Remote Mounted
	<u>Includes</u>
	: JUMP START STUD Mounted to Battery Box
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

<u>Code</u>	<u>Description</u>
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON WWIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WTL	STARTING MOTOR {Delco Remy 39MT} 12 Volt; Gear Reduced, With Thermal Over-Crank Protection
8WVP	HORN, AIR (2) Single Tone, Rectangular; Chrome. Roof Mounted
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened
8XGT	TURN SIGNALS, FRONT LED, Includes LED Side Marker Lights, Mounted on Fender
9585	FENDER EXTENSIONS Rubber
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WBK	FRONT END-Tilting; Fiberglass; With Three-Piece-Construction-Includes Long Hood
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "GS"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10769	PAINT CLASS Premium Color
10WJH	PROMOTIONAL PACKAGE Government and Municipal Silver Package; Two Year Limited Subscription of On-Command Service Information (Formerly Fleet ISIS), and On-Command Parts Information (Formerly Fleet Parts Catalog), Requires Specific Feature Combinations
11001	CLUTCH Omit Item (Clutch & Control)
12772	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection, for N13 Engines
12864	BLOCK HEATER, ENGINE {Phillips} 120 Volt/1500 Watt
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12BCS	ENGINE, DIESEL {Navistar N13} EPA 2010, SCR, 430 HP @ 1700 RPM, 1550 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 430 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed
	<u>Includes</u>

<u>Code</u>	<u>Description</u>
	: FAN Nylon
12UNC	FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2015; N13 Engines
12VBC	AIR CLEANER Single Element
	<u>Includes</u>
	: AIR CLEANER with Vacuator
	: GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted
12WEG	COLD STARTING EQUIPMENT Automatic; With Engine ECM Control
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations
12XAW	RADIATOR Aluminum; Welded, Front to Back CrossFlow System, 1593 SqIn, 1012 SqIn CAC, 1543 SqIn 3 Core LTR
13AUW	TRANSMISSION, AUTOMATIC {Allison 4500_RDS_P} 5th Generation Controls; Wide Ratio, 6-Speed; With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil, for Automatic Transmissions
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints
13WUA	AUTOMATIC NEUTRAL Allison WT Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged
13WUS	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks Modified for Single Input Auto Neutral
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
14GRD	AXLE, REAR, TANDEM {Meritor RT-46-160} Single Reduction 46,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 4.89
	<u>Includes</u>
	: POWER DIVIDER LOCK Electric over Air Operated, Cab Control with Indicator Light
	: REAR AXLE DRAIN PLUG (2) Magnetic, For Tandem Rear Axle
	<u>Notes</u>
	: When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance

<u>Code</u>	<u>Description</u>
14ULY	SUSPENSION, REAR, TANDEM {Hendrickson HMX-460-54} Walking Beam Type 54" Axle Spacing; 46,000-lb Capacity, With Rubber End Bushings, Transverse Torque Rods, Less Shock Absorbers <u>Includes</u> : CROSSMEMBER, SUSPENSION Stamped Steel Double Dogbone <u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.
14WAL	SUSPENSION/REAR-AXLE IDENTITY for Meritor Tandem Rear Axles With Bar-Pin Beam Attachment Type Suspensions
14WBV	SHOCK ABSORBERS, REAR (4) for Hendrickson HMX Suspension Only, Mounted from Frame to Beam
15DYP	DEF TANK 9.5 U.S. Gal. 36.0L Capacity, Frame Mounted Outside Left Rail, Under Cab
15LKU	FUEL/WATER SEPARATOR {Racor} Fuel Pre-Filter and Filter Base, Includes Water-In-Fuel Sensor
15SWE	FUEL TANK Top Draw; Non-Polished Aluminum, 26" Diam., 70 U.S. Gal., 265 L Capacity Mounted Left Side, Under Cab
15WCS	FUEL COOLER Less Thermostat; Mounted in Front of Cooling Module
16030	CAB Conventional <u>Includes</u> : ARM REST (2) Molded Plastic; One Each Door : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : STEP (4) Two Steps Per Door
16HBA	GAUGE CLUSTER English With English Electronic Speedometer <u>Includes</u> : GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16HLJ	GAUGE, DEF FLUID LEVEL

<u>Code</u>	<u>Description</u>
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
	<u>Includes</u> : SEAT BELT 3-Point, Lap and Shoulder Belt Type
16SDE	MIRROR, CONVEX, LOOK DOWN {Lang Mekra} Right Side; 6" x 10 1/4"
16SDZ	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} Right and Left Side; 7.44" Sq., Bright
16SND	MIRRORS (2) {Lang Mekra} Rectangular, Thermostatically Controlled Heated Heads, Power Both Sides, Black Heads, Brackets and Arms, Breakaway Type, 7.55" x 14.1" Integral Convex Both Sides, 102" Inside Spacing
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster
	<u>Includes</u> : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A
16WJS	INSTRUMENT PANEL Center Section, Flat Panel
16WKY	HVAC FRESH AIR FILTER
16WLE	STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door
16WRX	CAB INTERIOR TRIM Deluxe
	<u>Includes</u> : "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering : CAB, INTERIOR TRIM, CLOSEOUT Lower Dash Closeout Panel; Molded Plastic; Under Instrument Panel Driver Side : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket : DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors : FLOOR COVERING Rubber, Black : HEADLINER Soft Padded Cloth : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section : STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door : SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console
16WSK	CAB REAR SUSPENSION Air Bag Type
26DPY	WHEEL, SPARE, DISC 22.5" Painted Steel, 5-Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc

<u>Code</u>	<u>Description</u>
27DPL	<p>WHEELS, FRONT DISC; 22.5" Painted Steel, 5-Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 9.00 DC Rims; With .500" Thick Disc, Non-Standard Offset and Steel Hubs</p> <p><u>Includes</u> : PAINT IDENTITY, FRONT WHEELS White</p> <p><u>Notes</u> : Compatible Tire Sizes: 12R22.5, 295/75R22.5, 295/80R22.5, 315/80R22.5</p>
28DRN	<p>WHEELS, REAR {Accuride} DUAL DISC; 22.5" Painted Steel, 5-Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc and Steel Hubs</p> <p><u>Includes</u> : PAINT IDENTITY, REAR WHEELS White</p> <p><u>Notes</u> : Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5</p>
29007	<p>TIRE, SPARE Equal to Model Standard</p> <hr/> <p><u>Notes</u> : NOTE: Only One Spare Tire per Truck Ordered. Order Must Reflect Number of Tires Required (Including Spare). 10-Digit Tire Code and Spare Rim/Wheel Code Must be Specified.</p>
29PAR	<p>PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; With Vendor Applied White Powder Coat Paint</p>
60AAG	<p>BDY INTG, REMOTE POWER MODULE Mounted Inside Cab behind Driver Seat; Up to 6 Outputs & 6 Inputs, Max. 20 amp. per Channel, Max. 80 amp Total (Includes 1 Switch Pack With Latched Switches)</p>
7382135423	<p>(9) TIRE, REAR 11R22.5 HDR2 (CONTINENTAL) 491 rev/mile, load range H, 16 ply</p>
7792545416	<p>(2) TIRE, FRONT 315/80R22.5 HSU2 WT (CONTINENTAL) 481 rev/mile, load range L, 20 ply</p>
Services Section:	
40118	<p>WARRANTY Standard for Paystar 5000, and Workstar 7500/7600, Effective with Vehicles Built January 2, 2015 or Later, CTS-2003Z</p>
40JPH	<p>SRV CONTRACT, EXT COOLING SYS {Navistar} To 60-Month/200,000 Miles (400,000 km)</p>
40MDA	<p>SRV CONTRACT, EXT ENGINE {Navistar} To 84-Month/250,000 Miles (400,000 km), 9,000 Hours; Includes Engine, Engine Electronics, Turbocharger, Water Pump and Fuel Injectors, for Navistar N13 Engines</p> <p>Allison 5 year ext warranty</p>

INTERNATIONAL®

Vehicle Specifications
2016 7600 SBA 6X4 2010 (SF667)

September 25, 2015

Code

Description

Palfinger-American Roll-Off Model ARB-60-22 as per Donovan quote (attached) At \$37,600.00 . Included in this proposal

INTERNATIONAL[®]

**Financial Summary
2016 7600 SBA 6X4 2010 (SF667)**

September 25, 2015

(US DOLLAR)

Description

Price

Net Sales Price:

\$157,400.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

**This proposal is not binding upon the
seller without Seller's Authorized
Signature**

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.



QUOTATION
DRIVE

6 ENTERPRISE

LONDONDERRY, NH

03053

REF" CITY OF NASHUA"

PHONE: 603-669-2250

FAX: 603-669-0501

DATE: 9/21/15

QUOTE / ORDER # M1010151-3

TRUCK INFO:

CUSTOMER: LIBERTY IHC TRUCKS

VIN # : _____

CONTACT: JIM RAMSAY

YEAR: 2016

**ADDRESS: 1400 SOUTH WILLOW STREET
MANCHESTER, NH 03104**

MAKE: IHC

PHONE: 603-623-8873

MODEL: _____

EMAIL: jim@libertyinternationaltrucks.com

CA/CT: 186"

TRANS: AUTO

Thank you for your inquiry. We are pleased to offer the following proposal.

- (1) "PALFINGER-AMERICAN" ROLL-OFF MODEL ARB-60-22 "**STANDARD DUTY**" 60,000 LB CAP.

INCLUDES:

OUTSIDE RAIL 8"X 4"X 1/2" FRAME PROFILE TOTAL LENGTH
OUTSIDE ROLLERS AND PINS HIGH CARBON
TUBULAR SUB FRAME 4"X 3"X 1/4"
SHEAVES WITH ALUMINUM BRONZE BUSHINGS
AUTOMATIC CONTAINER LOCKS - BOTH SIDES / REAR ROLLERS
CHROMED CYLINDERS RODS WITH EXTENDED WARRANTY
7/8" CABLE EXTRA IMPROVED 6 X 37 DOMESTIC
60 GALLON TANK (DS) WITH SHUT-OFF & 2" SUCTION LINE
DUAL FILTERS SUCTION AND RETURN WITH RELIEFS
AIR SHIFT PTO / DIRECT MOUNT PUMP 45 G.P.M. @ 1800 RPM
OUTSIDE CABLE CONTROLS - 2 SECTION CONTROL VALVE WITH RELIEF
STEEL DIAMOND PLATE FENDERS RUBBER MOUNTED, ANTI SPRAY MUD FLAPS
SEALED BEAM LIGHTING WITH PLUG IN WIRE HARNESS
AUTOMATIC FOLDING ICC BUMPER
HOIST SAFETY PROP / BACK-UP ALARM / HOIST-UP ALARM
SET OF FRONT & REAR MUD FLAPS
ALL LIGHTS & REFLECTORS TO MEET FMVSS-108

INSTALLED & PAINTED BLACK ----- SUB-TOTAL \$
28,100.00

OPTIONS:

☒ HOT SHIFT PTO FOR AUTOMATIC TRANSMISSION ----- \$
1,000.00

☒ PIONEER - STRONG-ARM RACK-N-PINION W/ ADJ. GANTRY #RP4500SARG - \$
8,500.00

RESALE

12% FET \$

TOTAL \$

37,600.00

I HAVE READ AND APPROVED THE ABOVE QUOTATION AND
HEREBY AUTHORIZE YOU TO COMPLETE THE WORK.

CUSTOMER SIGNATURE: _____

DATE:

QUOTATION IS VOID AFTER 45 DAYS.

QUOTED BY: MARCIN KOSZALKA

ROLL OFF-TRUCK

1. Manufactures must list the exact specifications for the piece of equipment they are bidding for in each of the categories listed. If any additional information is to be supplied regarding any items, the manufacturers should refer to the number beside the item and type his information on blank pages. Failure to respond to any item may be cause for the bid to be rejected as “non-responsive”.
2. Manufacturers are encouraged to elaborate on any aspect of their machine not listed in the bid specifications but such explanations should be typed on a blank sheet of paper.
3. Inclusion of manufacturer’s specifications will not be considered as a substitute for filling in the specifications. It is encouraged that the manufacturers bid be supplemented by their printed literature.
4. Equipment bid must be new and unused and manufactured in 2015, and be the manufacturer’s latest model.
5. Specified equipment shall be delivered to the City in complete working order within 60 days from the Date of Agreement, unless otherwise so stated and agreed to by the City.

INTENT: It is the intent of this RFP to produce a Tandem Axle Rolloff Container Truck equipped with options and features for use at the Four Hills Landfill.

SPECIFICATIONS

MANUFACTURERS SPECIFICATIONS

ENGINE

1. 13 Liter engine shall be rated @ 435 HP @ 1800 RPM.

2. Engine shall be rated @ 1550 LB/FT @ 1100 RPM.

3. Engine shall be equipped with a compression brake.

4. Delco Remy 12V 160 AMP 36-SI Alternator.

5. Right Hand outboard under step mounted horizontal aftertreatment system assembly with right hand B-pillar mounted curved vertical tailpipe.

6. 9 foot 6 inch exhaust system height.

7. 13 Gallon Diesel Exhaust Fluid Tank.

8. Aluminum aftertreatment muffler/tailpipe shields.

9. Borg Warner (Kysor) rear air on/off engine fan clutch.

10. 1500 Watt engine coolant block heater.

11. Delco 12V 39MT + HD/OCP starter with thermal protection and integrated magnetic switch.

12. Remote mounted jump start terminals shall be provided.

ROLL OFF-TRUCK

13. Alternate bid for a CNG powered 300 HP. 9 liter engine equipped with four 60 gallon diesel equivalent tanks in a I-Box behind cab.

TRANSMISSION

1. Allison 4500RDS with PTO provision
2. Synthetic Transmission Fluid TES-295 compliant
3. Push button electronic shift control, dash mounted.
4. Water to oil transmission cooler, frame mounted.
5. Transmission oil check and fill with electronic oil level check.
6. Magnetic plugs on engine drain, transmission drain, axles fill and drain.

FRONT AXLE

1. Front axle rated for 20,000 LBS.
2. Meritor 16.5 X 6 Q+ front brakes.
3. Front axle shall have brake shields.
4. TRW THP-60 power steering with RCH45 auxiliary gear.
5. Oil/ air power steering cooler.
6. 20,000 LB Flat leaf front suspension.
7. Graphite bronze bushings with seals for front suspension.
8. Truck shall have front shock absorbers.

REAR AXLE

1. 46,000 LB 2-stage rear spring suspension.
2. 56 Inch rear axle spacing.
3. Fore/Aft and Transverse control rods.
4. Rear axle shock absorbers- two axles.
5. ABS with 4 sensors and 4 modulators W/O traction control.
6. Bendix AD-IS air drier w/shield and oil coalescing filter.
7. Aluminum Air Brake Reservoirs.
8. Clear frame rails from back of cab to front rear suspension bracket, both rails outboard.
9. BW DV-2 auto drain valves with heater on all air tanks.

WHEEL BASE and FRAME

ROLL OFF-TRUCK

1. 254 inch wheel base (6450MM)
2. 7/16 X 9/16 X 11 1/8 inch steel frame 120 KSI
3. ¼ inch C-Channel inner frame reinforcement.
4. 70 Inch rear frame overhang (1775MM)
5. Bumper to back of cab (BBC) 113.6 inch
6. Bumper to centerline of front axle (BA) 48.1 inch
7. Back of cab to centerline of rear axles (CA) 188.4 inch
8. Back of cab to end of frame 258.4 inch
9. Overall length (OAL) 372.1 inch
10. Painted steel severe duty bumper.
11. Loop step mounted below bumper.

FUEL TANKS

1. Truck shall have a 60 gallon rectangular aluminum fuel tank.
2. Fuel tank shall be mounted on the left side frame rail.
3. A fuel cooler shall be standard.

TIRES

1. Steer tires shall be 315/80R22.5 20 Ply Radial.
2. Drive tires shall be 11R22.5 16 Ply Radial.
3. Spare tire shall be mounted and same as rear drive tires.

WHEELS

1. Front wheels shall be Accuride 22.5X9.00 10-Hub Pilot 5.25 inset steel wheels.
2. Rear wheels shall be Accuride 22.5X8.25 10-Hub Pilot HD steel wheels.
3. Spare wheel shall be Accuride 22.5X8.25 10-Hub Pilot HD steel wheel.

HUBS

1. Front hubs shall be Conmet Preset Plus Iron Hubs.
2. Rear hubs shall be Conmet Preset Plus Iron Hubs.

CAB EXTERIOR

1. 114 inch BBC flat roof aluminum conventional cab.
2. Cab shall be mounted on air mounts.
3. Hood liner, added firewall and floor heat insulation shall be standard.

ROLL OFF-TRUCK

4. Dual 14" air horns with shields.
5. Headlights on with wipers, with low beam daytime running lights.
6. Dual west coast heated mirrors with left and right hand remote.
7. Mirrors to be mounted to the doors.
8. Equipment shall be for 102 inch wide vehicle.
9. Left and right 8" convex mirrors mounted under the primary mirrors.
10. Right hand down view mirror.
11. Hood mounted 8" convex heated mirrors with tripod brackets.
12. Exterior mounted grab handles on left and right side of cab.

CAB INTERIOR

1. Factory air conditioning, heater and defroster.
2. 12V power supply in dash.
3. Adjustable tilt and telescoping steering column.
4. Dual driver seat armrest and inboard passenger seat armrest.
5. Premium high back air suspension driver seat with lumbar integrated cushion extension, forward and rear cushion tilt, adjustable shock absorber.
6. Basic high back non-suspension passenger seat.
7. Driver and passenger interior sun visors.
8. Self-adjusting back-up alarm.
9. Dash mounted PTO switch with indicator light.
10. Addition 6 switch expansion module shall be installed.
11. AM/FM Radio.
12. Pre-trip lamp inspection switch, all outputs flash.
13. Single electric windshield wiper motor with delay programmed to slowest speed with park brake set.

CHASSIS WARRANTY

1. Engine shall have a 7 year/250,000 mile full coverage warranty.
2. Cooling system shall have a 5 year / 200,000 mile warranty.
3. Allison transmission shall have a 5 year unlimited mile warranty.

ROLL OFF EQUIPMENT

1. Roll off system shall be capable of handling 20 and 40 yard containers.

ROLL OFF-TRUCK

2. Rated roll off shall have a 60,000 LB. rated capacity minimum.
3. Lift cylinders shall be double acting.
4. Outside rail to be 8"X4"X1/2" frame profile total length.
5. Outside rollers and pins high carbon steel 5 per side.
6. Tubular sub frame shall be 4"X3"X1/4".
7. Sheaves will have aluminum bronze bushings.
8. Automatic container locks on both sides and rear rollers.
9. Cylinder rods shall be nitrided with extended warranty.
10. 7/8" cable extra improved 6X37 domestic.
11. 60 gallon hydraulic tank on driver side with shut off & 2" suction line.
12. Dual hydraulic filters on suction and return with reliefs.
13. Air shift PTO / direct mount pump at 45 G.P.M. @ 1800 RPM.
14. Outside cable controls-2 section control valve with relief.
15. Steel diamond plate fenders, rubber mounted, anti-spray mud flaps.
16. Sealed beam lighting with plug in wire harness.
17. Automatic folding ICC bumper.
18. Hoist safety prop /back up alarm / hoist up alarm.
19. Front and rear mud flaps.
20. All lights & reflectors to meet FMVSS-108.
21. Roll off equipment shall have a 3 year unlimited warranty.

TARP SYSTEM

1. Tarp system shall be hydraulically controlled.
2. Tarp controls to be mounted inside cab.
3. Tarp shall be of heavy duty mesh construction.
4. Tarp gantry shall be hydraulically extendable up to 156".
5. Hydraulic gantry shall have a 6" spring loaded return roller.
6. Tarp system shall carry a 3 year unlimited mile warranty.

TRAINING

1. 8 Hours mechanic training on truck chassis.

ROLL OFF-TRUCK

2. 4 Hour operator training on truck and roll off.

TRADE IN'S

1. #111 2000 STERLING LT9511 with 36,000 miles VIN#: 2FZNEEDB9YAG81023

2. #184 2008 PETERBUILT 320 with 50,000 miles VIN#: 3BPZL00X38F718473



City of Nashua

Central Purchasing

229 Main Street

Nashua NH 03060

603-589-3330 Fax: 603-589-3344

December 22, 2015

Memo #16-102

TO: MAYOR LOZEAU
FINANCE COMMITTEE

SUBJECT: WAUKESHA GENERATOR MAINTENANCE (VALUE: NOT TO EXCEED \$20,000)
DEPARTMENT: 169 WASTEWATER; FUND: WASTEWATER
ACCOUNT CLASSIFICATION: PROPERTY SERVICES

Please see the attached communication from David Simmons, Wastewater Department Superintendent dated December 17, 2015 for the information related to this purchase.

Pursuant to **§ 5-84 A. (4) Special purchase procedures**. Sole-source procurements, where the proposed purchase is manufactured by only one company. Attached is a sole-source memo concerning this purchase. This is a weekly check of engine and generator performance of the Waukesha Generator at the Nashua Wastewater Treatment Plant. This is done weekly at a cost of \$499 and will continue thru the end of FY16.

The Wastewater Plant Engineer, Board of Public Works (December 17, 2015) and the Purchasing Department recommend the award of this contract in an amount not to exceed **\$20,000** to **Highland Power of Brockton, MA**.

Respectfully,



Dan Kooker
Purchasing Manager

Cc: D Simmons L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works

Meeting Date: December 17, 2015

From: David A. Simmons, Superintendent
Wastewater Department

Re: Waukesha Generator Repairs

Attachment: Quote

D. Motion: To approve the contract with Highland Power of Brockton, MA in the amount of \$20,000 for Waukesha Generator maintenance. Funding will be through Department: 169 Wastewater; Fund: Wastewater; Account Classification: 54 Property Services.

Discussion: The Waukesha generator produces electricity for the plant or power grid by burning methane produced through the digestion process. Highland Power has been the sole provider of repairs to the Waukesha generator since 2008. This has been documented by previous sole source letters.

The Wastewater Treatment Facility requests a purchase order with Highland Power for weekly maintenance of the Waukesha generator for the remainder of this fiscal year.

Highland Power Corp.
86 Intervale St.
Brockton, MA 02302
Phone: 508-941-6500
Fax: 508-941-6565
lougee@highlandpower.com

December 11, 2015

From: John Lougee

To: Jerry Ciardellig

Company: Nashua

CC:

Reference: Weekly check of engine and generator

In response to your request Highland Power Corp proposes to perform weekly check of Waukesha

We are pleased to quote the following:

Highland Power will work with a vendor to obtain a water pump and a seal rebuild kit for the online water pump which is housed on the Waukesha generator.

This is a firm fixed price quotation for the materials.

Weekly check will be \$499.00

Sales tax and shipping is not included.

Our usual standard terms and conditions apply (copy attached)

Options:

Work not included: Repairs, materials or work not specifically called for.

Thank you for the pleasure of providing this quotation and if there are any questions please do not hesitate to call.

HIGHLAND POWER

508-941-6565 (Fax)
86 Intervale St.
Brockton, MA 02302

10/30/2015 9112

City of Nashua, New Hampshire
ATT: Accounts Payable
PO Box 2019
Nashua, NH 03061-2019

Net 45

Weekly check of engine and generator.

D. Stewart (10/9)	4	100.00	400.00
Mileage	110	0.90	99.00
A. Boncorddo (10/15)	4	100.00	400.00
Mileage	110	0.90	99.00
A. Boncorddo (10/23)	4	100.00	400.00
Mileage	110	0.90	99.00
D. Bernard (10/27)	4	100.00	400.00
Mileage	110	0.90	99.00

\$4991 week

Thank you for your business.

\$1,996.00




City of Nashua

Public Works Division
9 Riverside Street
Nashua, NH 03062

Wastewater Department
2 Sawmill Road, Nashua, NH 03060
Fax (603) 594-3474

MEMORANDUM

DATE: December 21, 2015
TO: Daniel Kooken, Purchasing Manager
FROM: David A. Simmons, Superintendent 
RE: Sole Source Justification for Waukesha Maintenance

The Wastewater Treatment Facility operates an anaerobic digestion process that harnesses the byproduct, methane, and generates electricity to power the operation along with other aspects of the treatment operation. The minimum recovery from on-site generation of power is \$5,000.00/month, with the opportunity to capture additional capacity when the construction activities associated with the wet weather treatment facility are completed.

The generator, a Waukesha model VGF-36GLD, operates 24/7, with only periodic downtime for scheduled maintenance at specified intervals. This unit continues to be supported with OEM parts. The expected lifespan of this machine is 20 yrs. and with continued maintenance and regular service, should meet those expectations.

The Wastewater Treatment Facility requests to open a purchase order with Highland Power for weekly maintenance of the Waukesha generator. Highland Power has been the sole source provider for all maintenance and repairs since 2008.

Administration Business Office (603) 589-3140	Street Department (603) 589-4750	City Engineer (603) 589-3120	Parks-Recreation Department (603) 589-3370	Solid Waste Department (603) 589-3410	Wastewater Treatment Plant (603) 589-3560
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STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This agreement is made:

**BETWEEN the Owner: City of Nashua, New Hampshire
229 Main Street
Nashua, NH 03060**

**And the Contractor: Electronic Environments Co. LLC
410 Forest Street
Marlborough, MA 01752**

For the following Project: Police Department Generator

ARTICLE 1 – THE CONTRACT DOCUMENTS

The Contractor shall complete the work described in the Contract Documents for this project. The documents consist of:

1. This Agreement signed by the Owner and Contractor, including the General Terms and Conditions, and including Exhibit A to this Agreement, which is "Federal Labor Standards Provisions", dated 7/31/2015;
2. Scope of Work as shown on Exhibit B, Electronic Environments Corporation Proposal and Scope of Work dated 10/18/15;
3. Drawings and Specifications provided in the bid documents;
4. Change Order Form;
5. Payment and Performance Bonds, if applicable;
6. Insurance Certificate;
7. Written change orders for minor changes in the Work issued after execution of this Agreement; and
8. Fully Executed City of Nashua Purchase Order

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, proposals, representations or agreements, either written or oral. Any other documents which are not listed in this Article are not part of the Contract.

ARTICLE 2 – DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE

The date of commencement shall be the date of the Notice to Proceed. Substantial Completion shall be based on formal release, equipment lead times, winter conditions, and associated upcharges.

ARTICLE 3 – CONTRACT SUM

Subject to additions and deductions by Change Order, the Owner shall pay Contractor, in accordance with the Contract Documents, the Contract Sum of:

Three-Hundred Ninety-Two Thousand, Eight Hundred Seventeen and 00/100 Dollars (\$392,817.00)

The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 – INSURANCE AND INDEMNIFICATION

Contractor shall carry and maintain in effect during the performance of services under this contract:

- General Liability:
 \$1,000,000 per Occurrence
 \$2,000,000 Aggregate
 City of Nashua Additional Insured
- Motor Vehicle Liability: ***Coverage must include all owned, non-owned and hired vehicles.**
 \$1,000,000 Combined Single Limit
 City of Nashua Additional Insured
- Workers' Compensation Coverage according to Statute of the State of New Hampshire:
 \$100,000 / \$500,000 / \$100,000

Contractor and subcontractors at every tier will fully comply with NH RSA Chapter 281-A, "Workers' Compensation".

Contractor shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers. None of the requirements as to types and limits to be maintained by Contractor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the contract. The City of Nashua shall not maintain any insurance on behalf of Contractor. Subcontractors are subject to the same insurance requirements as the Contractor and it shall be the Contractor's responsibility to ensure compliance of this requirement.

The parties agree that Contractor shall have the status of and shall perform all work under this contract as an independent contractor, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City and Contractor, and nothing in this contract shall create any contractual relationship between the City and Contractor's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Contractor is not a City employee and that there shall be no:

1. Withholding of income taxes by the City;
2. Industrial insurance coverage provided by the City;
3. Participation in group insurance plans which may be available to employees of the City;

4. Participation or contributions by either the independent contractor or the City to the public employee's retirement system;
5. Accumulation of vacation leave or sick leave provided by the City;
6. Unemployment compensation coverage provided by the City.

Contractor will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the City issues the notice of award. The City of Nashua requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. **General Liability and Auto Liability policies must name the City of Nashua as an additional insured** and reflect on the certificate of insurance. Contractor is responsible for filing updated certificates of insurance with the City of Nashua's Risk Management Department during the life of the contract.

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, Contractor must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- The specified insurance requirements do not relieve Contractor of its responsibilities or limit the amount of its liability to the City or other persons, and Contractor is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.
- Contractor is responsible for and required to remedy all damage or loss to any property, including property of the City, caused in whole or part by Contractor or anyone employed, directed, or supervised by Contractor.

Regardless of any coverage provided by any insurance, Contractor agrees to indemnify and shall defend and hold harmless the City, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Contractor's indemnity, defense and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

General Terms and Conditions

ARTICLE 5 – GENERAL PROVISIONS

1. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification.
2. The term “Work” means the construction and services required by the Contract Documents, and include all other labor, materials, equipment and services provided by the Contractor to fulfill the Contractor’s obligations.
3. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.
4. In the case of a discrepancy, calculated dimensions will govern over scaled dimensions, Contract Drawings will govern over Standard Specifications, and Technical Specifications will govern over both Contract Drawings and Standard Specifications. In the case of a discrepancy between the Agreement and other Contract Documents, the more specific or stringent obligation or requirement to the benefit of the Owner shall take precedence.
5. The Contractor shall take no advantage of any apparent error or omission in the Contract Drawings or Technical Specifications, and the Engineer will be permitted to make such corrections and interpretations as may be deemed necessary to fulfill the intent of the Contract Documents.

ARTICLE 6 – OWNER

1. Except for permits and fees, which are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.
2. If the Contractor fails to correct Work that is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.
3. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to correct such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, a Change Order shall be issued deducting the cost of correction from payments due the Contractor.
4. The Owner reserves the right to perform construction or operations related to the project with the Owner’s own forces, and to award separate contracts in connection with other portions of the project.
5. The Contractor shall coordinate and cooperate with separate Contractors employed by the Owner.
6. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 7 – CONTRACTOR

1. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be

- performed and correlated personal observations with requirements of the Contract Documents.
2. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Owner.
 3. Within ten (10) days of notification of award, and prior to commencement of work, the Contractor shall obtain and forward to Owner a Performance Bond and a Payment Bond representing 100% of the contract work.
 4. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.
 5. The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of subcontractors or suppliers for each portion of the Work. The Owner will promptly reply to the Contractor in writing if, after due investigation, he has reasonable objection to the subcontractors or suppliers listed.
 6. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work.
 7. The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions.
 8. The Contractor warrants to the Owner that (1) materials and equipment furnished under the contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.
 9. The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.
 10. The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.
 11. The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances building codes, and rules and regulations without notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.
 12. The Contractor shall promptly review, approve in writing and submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.
 13. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.
 14. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.
 15. The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.
 16. Contractor warrants and guarantees to Owner, for 1 year, upon completion of work, that all Work will be in accordance with the Contract Documents and will not be defective. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

- Abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
- Normal wear and tear under normal usage.

ARTICLE 8 – CHANGES IN THE WORK

1. After execution of the Contract, changes in the Work may be accomplished by Change Order or by order for a minor change in the Work. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
2. A Change Order shall be a written order to the Contractor signed by the Owner to change the Work, Contract Sum or Contract Time.
3. Change Order requests must include material and equipment cost plus labor with a profit margin of no more than 10%. Change Orders may require approval by the City of Nashua Board of Public Works and the City of Nashua Finance Committee vote prior to proceeding.
4. The Owner will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be written orders and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.
5. If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment following authorization of the Owner to the charges.
6. All changes in scope will need to be agreed to by the contractor.

ARTICLE 9 – TIME

1. Time limits stated in the Contract Documents are of the essence to the Contract.
2. If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended by Change Order for such reasonable time as may be determined.

ARTICLE 10 – PAYMENTS AND COMPLETION

1. The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
2. At least ten days before the date established for each progress payment, the Contractor shall submit an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement. Such application shall be supported by such data substantiating the Contractor's right to payment as the Owner may reasonably require.
3. Application for Payment performed under this agreement shall be submitted directly to:

**City of Nashua
Accounts Payable
PO Box 2019
Nashua, NH 03061-2019**

To facilitate the proper and timely payment of applications, the City of Nashua requires that all applications contain a valid **PURCHASE ORDER NUMBER**.

4. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.
5. OWNER shall make payments on the basis of Contractors Application for Payment, approximately **30** days from the time the **final** payment application is received by the Owner, depending upon the timing of submittals and approvals.
6. The Contractor shall promptly pay each Subcontractor and material supplier out of the amount paid to the Contractor on account of such entities' portion of the Work.
7. The Owner shall have no responsibility for the payment of money to a Subcontractor or material supplier.
8. An Application for Payment, a progress payment, or partial or entire use or occupancy of the project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.
9. Substantial completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.
10. When the Work or designated portion thereof is substantially complete, the Contractor and Owner shall establish responsibilities for completion and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
11. Upon receipt of a final Application for Payment, the Owner will inspect the Work. When he finds the Work acceptable and the Contract fully performed, the Owner will promptly issue a final Certificate for Payment.
12. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 11- PROTECTION OF PERSONS AND PROPERTY

1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 12 – CORRECTION OF WORK

1. The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected work.
2. In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.
3. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it and the Contractor shall reimburse the Owner for the cost of the correction.

ARTICLE 13 – PROHIBITED INTERESTS

Contractor shall not allow any officer or employee of the City to have any indirect or direct interest in this contract or the proceeds of this contract. Contractor warrants that no officer or employee of the City has any direct or indirect interest, whether contractual, non-contractual, financial or otherwise, in this contract or in the business of the Contractor. Contractor also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Contractor further warrants that no person having such an interest shall be employed in the performance of this contract. If any such interest comes to the attention of Contractor at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City. If City determines that a conflict exists and was not disclosed to the City, it may terminate the contract at will or for cause.

ARTICLE 14 – TERMINATION OF THE CONTRACT

1. If the Owner fails to make payment when due or substantially breaches any other obligation of this Contract, following fifteen days' written notice to the Owner, the Contractor may terminate the Contract and recover from the Owner payment for work executed.
2. The Owner may terminate the contract for cause if the Contractor:
 - persistently or repeatedly refuses or fails to supply enough properly skilled workers;
 - fails to make payment(s) to Subcontractors for labor or materials in accordance with the respective agreements between the Contractor and Subcontractors;
 - disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
 - is otherwise guilty of a substantial breach of a provision of the Contract Documents.
3. If the Owner has decided to terminate the contract for cause, the Owner, without prejudice to any other rights or remedies of the Owner, and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, shall terminate the employment of the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient.
4. If the Contract has been terminated by the Owner for cause, the Contractor shall not be entitled to receive further payment until the work is finished. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, such excess shall be paid to the Contractor. If the cost of finishing the Work exceeds the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.
5. The Owner also has the right to terminate this Contract, in whole or in part, without cause, upon fifteen days' written notice. As of the date specified in the notice, Contractor shall stop all performance under this Contract, except as otherwise directed by the Owner, provide the Owner with a list of all unperformed services, and take such action relative thereto as Contractor may be directed by the Owner. The Owner agrees to pay for all work that has been performed and equipment that has been installed or is on order and the order cannot be cancelled.

ARTICLE 15– MISCELLANEOUS PROVISIONS

1. Neither party to the Contract shall assign the Contract as a whole without written consent of the other.
2. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time.

3. If additional testing is required, the Contractor shall perform these tests.
4. The Owner shall pay for tests except for testing Work found to be defective for which the Contractor shall pay.
5. The Contract shall be governed exclusively by the law of the State of New Hampshire, and any litigation shall be brought in a court located in the State of New Hampshire.
6. Contractor must comply with all requirements in Exhibit A, attached, "Federal Labor Standards Provisions", dated 7/31/2015.
7. The owner will not accept a \$4,000.00 credit for the CAT generator as referenced in the initial bid proposal, and instead the Contractor will remove the CAT generator from the building in its current working state, and load on a trailer to be provided by the Owner at the site of the removal.

OWNER (signature)

Donnalee Lozeau, Mayor
(Printed Name and Title)

Date

CONTRACTOR (signature)

(Printed Name and Title)

Date